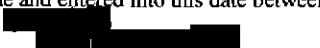
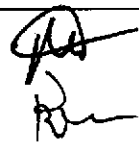


U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: **AUG 24 2010**

LEASE No. **GS-09B-02645**

THIS LEASE, made and entered into this date between **Kenneth Gregg**
whose address is: 



and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
3,034 rentable square feet (r.s.f.), yielding approximately 2,960 ANSI/BOMA Office Area square feet and related space located on the first floor at 716 W Cedar Street, Unit E, Eureka, California 95501-0183, together with five (5) onsite surface parking spaces, all as depicted on the attached site plan (Exhibit A)(the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on JULY 1, 2010 through JUNE 30, 2020, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$42,931.10 at the rate of \$3,577.59 per month in arrears for years 1 through 5 of this lease. The Government shall pay the Lessor annual rent of \$46,723.60 at the rate of \$3,893.63 per month in arrears for years 6 through 10 of this lease. Rent for a lesser period shall be prorated. Rent shall be paid through Electronic Funds Transfer (EFT) and shall be payable to:

Kenneth Gregg



4. The Government may terminate this lease, in whole or in part, effective at any time after the fifth (5th) year of this lease by giving at least sixty (60) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. *PARAGRAPH 5 IS INTENTIONALLY OMITTED.*
6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2283 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.



7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 9CA2283 dated 11/18/2009 (pages 1-44)(all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-4);
- c) Amendment Number 1 dated 12/18/2009 (1 page),
- d) GSA Form 3517B (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Site Plan (Exhibit "A", 1 page).

8. The following changes were made in this lease prior to its execution:

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 18 have been added.

9. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 3,034/3,034 rentable square feet (100%).
10. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Cost", the base rate for purposes of operating cost escalation is established at \$3.91 per rentable square foot per annum (\$11,862.94/year), subject to annual adjustment as provided for in this lease.
11. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.03 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."
12. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. - 5:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours"), at no cost to the Government.

13. **OCCUPANCY REPORTS:** / NONE REQUIRED / *Aug*

A. ~~Building Systems: As part of its obligations under SFO, Paragraph 8.2 "Building Systems" of the SFO, the Lessor shall furnish, at no cost to the Government, the required building system report within sixty (60) calendar days of the effective date of this lease.~~ *Rug*

B. ~~Acoustical Requirements: As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish, at no cost to the Government, the required acoustical report within sixty (60) calendar days of the effective date of this lease.~~ *Rug*

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty (30) calendar days after the date of execution by the Government.

SEE SHEET NUMBER 1 ATTACHED HERETO AND FORMING A PART OF THIS LEASE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: KENNETH GREGG;

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY

CONTRACTING OFFICER, GSA